

**CLEVELAND PUBLIC LIBRARY**

**Finance Committee**

November 16, 2021

**RESOLUTION AUTHORIZING PURCHASE OF SHELVING UPGRADES AND  
MAINTENANCE NEEDS FROM CENTRAL BUSINESS EQUIPMENT CO. D/B/A PATTERSON  
POPE**

- WHEREAS, Cleveland Public Library maintains a research collection consisting of more than 10 million items of local, regional, national, and international importance as one of the nation's top tier public research libraries; and
- WHEREAS, Safe, secure, and orderly storage of the Library's collection is key to the integrity and the professional operation of the Library and the provision of excellent service to our community; and
- WHEREAS, On March 18, 2021, this Board authorized the Library to enter into an agreement with Spacesaver Corporation to upgrade the high density shelving units on the eighth floor of the Louis Stokes Wing; and
- WHEREAS, During the upgrades currently taking place on the eighth floor of the Louis Stokes Wing, the Library Administration discovered that that existing mobile shelving currently lacks aisle-entry safety sensors along the west side of the building and that additional LED light fixtures are needed to address the dark areas in the special collections vault; and
- WHEREAS, The Library Administration determined it is necessary to purchase and install aisle-entry safety sensors on the existing mobile shelving along the west side of the building as an additional safety measure for individuals accessing the mobile shelving and to add light fixtures to certain of the mobile shelves in the vault to make it easier for materials to be identified and retrieved by staff; and
- WHEREAS, The Library Administration also desires to add pull-out shelving and replace broken shelving in the Center for Local and Global History on the sixth floor of the Louis Stokes Wing; and
- WHEREAS, The proposed upgrades, in addition to being necessary, will provide enhanced safety and security features and will cost the Library a total of \$47,514; now therefore be it
- RESOLVED, That this Board authorizes the Executive Director, CEO or his designee, to negotiate and execute an agreement with Patterson Pope, subject to the approval of the Director of Legal Affairs, for the shelving and lighting upgrades described in this Resolution, for a total contract price not-to-exceed \$47,514, to be charged to the General fund Account No. 12100053-53340 (Building Maintenance).



John McLaughlin  
 Account Executive  
 Cleveland Regional Sales Office  
 5755 Granger Road – Suite 210  
 Cleveland, Ohio 44131-6267  
 (216) 741-1344 ext. 7215

**Investment**

**PRESENTED TO:**

Michael Ruffing  
 Cleveland Public Library

DATE October 27, 2021 rev2

PROPOSAL NUMBER 331830

TERMS: 40% down with PO/Authorization, 30% at shipment, 30% at completions /sign-off

FOB: Destination Dock

SHIPMENT: approx.15 weeks from receipt of PO/Authorization and selection of finishes

**WE PROPOSE THE FOLLOWING**

**8<sup>th</sup> Floor Louis Stokes Wing Spacesaver High Density Mobile Systems**

- Add shelf-mount aisle-entry sensors to the back side of all moving carriage aisles (the ends that do not have controls)
  - Area 3: (11) sensors
  - Area 5: (9) sensors
  - Area 6 (9) sensors

**INVESTMENT.....\$19,937.00**

*Includes materials, freight, delivery and installation*

**Notes/Remarks:**

- All deliveries and installation to be completed during regular business hours Mon-Fri.
- Assumes no labor rate requirements (union, prevailing wage, etc.)
- Assumes use of elevators as needed.
- Finishes from mfgr. standard offerings.

ACCEPTED BY PURCHASER

SUBMITTED BY PATTERSON POPE, INC.

Authorized Signature:		Authorized Signature:	<i>John McLaughlin</i>
Print Name & Title:		Print Name & Title:	John McLaughlin, Account Executive
Date:		Date:	10/27/21

Purchase Order # \_\_\_\_\_

PO Not Required,  
Please Initial \_\_\_\_\_

## ***Scope of Work***

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### ***Signatures for Contract, Drawings and Floor Load (if applicable)***

CLEVELAND PUBLIC LIBRARY will provide legally authorized and binding signature for approval of this contract, all drawings and schematics. When applicable, CLEVELAND PUBLIC LIBRARY is also responsible for ensuring that the installation area is properly certified to meet or exceed manufacture's recommended floor loading requirements (Specific information regarding this can be provided by a P2 representative and Certified Structural Engineer).

### ***Contact Names***

CLEVELAND PUBLIC LIBRARY must provide the name and telephone number for the person authorized to approve "Change Orders", which may or may not result in additional costs, during the project. CLEVELAND PUBLIC LIBRARY must also provide a list of alternate contacts (including phone number with extension) for personnel on site.

### ***Working Environment***

#### **BY Patterson Pope, Inc.:**

- Provide conceptual drawings of layout and elevations.
- Provide dimensional layouts, elevations and schematics for final approval.
- Provide and schedule factory-trained installers for complete installation or, where local conditions require installation by organized construction tradesmen, provide a factory-trained supervisor to ensure proper installation. When construction tradesmen must be used and paid at prevailing construction wages, the excess installation cost will be calculated and invoiced accordingly.
- If special conditions exist at premises beyond control of PATTERSON POPE, INC., which require installation after normal working hours or on weekends or over holidays, an additional charge must be made to cover premium pay requirements of PATTERSON POPE, INC.'s personnel.
- Job site clean-up and removal of all cartons to building dumpster.
- Provide adequate orientation and training of personnel in proper use of equipment/system.

#### **BY CLEVELAND PUBLIC LIBRARY:**

- Provide access to authorized P2 personnel at all reasonable times to installation site area, staging areas for materials and all ingress areas (elevators, hallways, receiving dock, etc.) to ensure accurate measurements and existence of all architectural constraints. Additional visits may be required to verify final architectural drawings against actual field measurements and conditions to avoid costly delays at time of installation.
- Approve all P2 drawings and schematics and provide a signed copy.
- If applicable, owner to provide dedicated electric power source(s) per P2 shop drawing.
- Determine appropriate delivery and installation dates allowing reasonable manufacturing and shipping time.
- Provide adequate staging area adjacent to installation site for materials.
- Ensure that space is available at loading dock (when existing) to allow for delivery and unloading of materials.
- Ensure that elevator of adequate size is available without delays to move materials to staging and installation site.

- Provide adequate lighting and accessible outlets for power tools in newly constructed or renovated areas to ensure optimum installation efficiency.
- Ensure installation site is pre-cleared prior to arrival of P2 installation personnel.
- Owner is to provide finished flooring materials (i.e., tile or carpeting) and remove existing finished flooring materials if present.
- Ensure that loaded system(s) meet floor load standards and procure written approval, when necessary, from a structural engineer after consulting with P2 Rep and reviewing Spacesaver's Floor Load Brochure.
- Remove or relocate items as shown on P2 drawings(s).
- Provide personnel to reload or refile materials on completion of installation.
- Schedule personnel at pre-arranged and convenient time as soon as installation is completed for orientation and training in proper use.

**Patterson Pope Terms and Conditions** The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. ("Company") to CLEVELAND PUBLIC LIBRARY.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the "Agreement") constitute the entire agreement between Company and CLEVELAND PUBLIC LIBRARY and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement ("Deliverables"). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by CLEVELAND PUBLIC LIBRARY's acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of CLEVELAND PUBLIC LIBRARY purchase order may also incur additional charges. If, for any reason, CLEVELAND PUBLIC LIBRARY cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.
2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to CLEVELAND PUBLIC LIBRARY and are CLEVELAND PUBLIC LIBRARY's sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. CLEVELAND PUBLIC LIBRARY shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. CLEVELAND PUBLIC LIBRARY represents and warrants to Company that it is solvent at the time this Agreement is made. CLEVELAND PUBLIC LIBRARY hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.
3. **Space Requirements:** This system has been specially designed to meet CLEVELAND PUBLIC LIBRARY's specific requirements; as such, most of the equipment is manufactured on a "per job" basis. CLEVELAND PUBLIC LIBRARY shall allow Company's representative(s) reasonable access to CLEVELAND PUBLIC LIBRARY's facilities to confirm whether the space where the Deliverables will be installed matches CLEVELAND PUBLIC LIBRARY's representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, CLEVELAND PUBLIC LIBRARY is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is CLEVELAND PUBLIC LIBRARY's responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).
4. **Acceptance:** CLEVELAND PUBLIC LIBRARY shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage ("Non-conformance") must be made in writing to the respective Account Representative within ten (10) days of CLEVELAND PUBLIC LIBRARY's receipt of any Deliverables, and Company shall have a reasonable period

of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If CLEVELAND PUBLIC LIBRARY uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the CLEVELAND PUBLIC LIBRARY.

5. **Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that CLEVELAND PUBLIC LIBRARY or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, CLEVELAND PUBLIC LIBRARY will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a result of the delay *unless* the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.
6. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that CLEVELAND PUBLIC LIBRARY gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. CLEVELAND PUBLIC LIBRARY agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. *This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.*
7. **Limitation of Remedy and Liability:** *The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to CLEVELAND PUBLIC LIBRARY or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information.* CLEVELAND PUBLIC LIBRARY will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the CLEVELAND PUBLIC LIBRARY. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the CLEVELAND PUBLIC LIBRARY's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and CLEVELAND PUBLIC LIBRARY agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

Patterson Pope, Inc.

Date

CLEVELAND PUBLIC LIBRARY

Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order # \_\_\_\_\_



John McLaughlin  
Account Executive  
Cleveland Regional Sales Office  
5755 Granger Road – Suite 210  
Cleveland, Ohio 44131-6267  
(216) 741-1344 ext. 7215

**Investment**

**PRESENTED TO:**

Michael Ruffing  
Cleveland Public Library

DATE October 27, 2021

PROPOSAL NUMBER 330834

TERMS:40% down with PO/Authorization,  
30% at shipment, 30% upon completion/sign-off

FOB: Destination Dock

SHIPMENT: approx. 15 weeks from receipt of  
PO/Authorization and selection of finishes

**WE PROPOSE THE FOLLOWING**

**LED Lighting for 8<sup>th</sup> Floor LSW Vault**

Provide LED lighting (two fixtures per aisle) to one module in Area 1A per attached dwg 330834\_1C Area 1A

**INVESTMENT.....\$19,950.00**  
*Includes materials, freight, delivery and installation*

Provide LED lighting (two fixtures per aisle ) to one module in Area 1C per attached dwg330834\_1C Area 1C

**INVESTMENT.....\$19,950.00**  
*Includes materials, freight, delivery and installation*

Provide LED lighting (two fixtures per aisle ) to one module in Area 1A and 1C if done at same time

**INVESTMENT.....\$39,400.00**  
*Includes materials, freight, delivery and installation*

**Notes/Remarks:**

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- Assumes no labor rate requirements (union, prevailing wage, etc.)
- Assumes use of elevators as needed.
- Finishes from mfgr. standard offerings.

ACCEPTED BY PURCHASER

SUBMITTED BY PATTERSON POPE, INC.

Authorized Signature:		Authorized Signature:	<i>John McLaughlin</i>
Print Name & Title:		Print Name & Title:	John McLaughlin, Account Executive
Date:		Date:	10-27-21

Purchase Order # \_\_\_\_\_

PO Not Required, Please Initial \_\_\_\_\_

***Scope of Work***

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7. **Limitation of Remedy and Liability:** *The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to CLEVELAND PUBLIC LIBRARY or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information.* CLEVELAND PUBLIC LIBRARY will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the CLEVELAND PUBLIC LIBRARY. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the CLEVELAND PUBLIC LIBRARY's consent, in connection with a merger, acquisition, corporate reorganization, or sale of

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Purchase Order # \_\_\_\_\_



John McLaughlin  
 Account Executive  
 Cleveland Regional Sales Office  
 5755 Granger Road – Suite 210  
 Cleveland, Ohio 44131-6267  
 (216) 741-1344 ext. 7215

**Investment**

**PRESENTED TO:**

Olivia Hoge  
 Michael Ruffing  
 Cleveland Public Library

DATE October 27, 2021

PROPOSAL NUMBER 331942

TERMS:net 10 days from shipment

FOB: Destination Dock

SHIPMENT: approx. 15 weeks from receipt of  
 PO/Authorization and selection of finishes

**WE PROPOSE THE FOLLOWING**

**(21) ea. Spacesaver Double-Faced Pull-Out Reference Shelf Assemblies for 4-post shelving, Assemblies measure 33”w x 30”d.**

**INVESTMENT.....\$7,627.00**

*Includes new materials, freight, delivery and installation (including the repair of two existing units using existing spare parts).*

**Notes/Remarks:**

- All deliveries and installation to be completed during regular business hours Mon-Fri.
- Assumes no labor rate requirements (union, prevailing wage, etc.)
- Assumes use of elevators as needed.
- Finishes from mfgr. standard offerings.

ACCEPTED BY PURCHASER

SUBMITTED BY PATTERSON POPE, INC.

Authorized Signature:		Authorized Signature:	<i>John McLaughlin</i>
Print Name & Title:		Print Name & Title:	John McLaughlin, Account Executive
Date:		Date:	10/27/21

Purchase Order # \_\_\_\_\_

PO Not Required,  
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# Scope of Work

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## *Working Environment*

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**Patterson Pope Terms and Conditions** The following terms and conditions shall apply to any Deliverables (defined herein) provided by Patterson Pope, Inc. (“Company”) to CLEVELAND PUBLIC LIBRARY.

1. **Acceptance and Agreement:** The provisions on the pricing page, the purchase order and these Terms and Conditions (collectively, the “Agreement”) constitute the entire agreement between Company and CLEVELAND PUBLIC LIBRARY and supersede all other communications between the parties, whether written or oral, regarding the products and services described in this Agreement (“Deliverables”). The terms of this Agreement are expressly limited to those provided herein, and no purported modification, addition, or waiver of the provisions hereof shall be binding on Company for any purposes unless contained in writing, signed by an authorized representative of Company. The provisions hereof shall be deemed to have been accepted by CLEVELAND PUBLIC LIBRARY’s acceptance of all or any part of the Deliverables. All orders or any changes to such orders shall be subject to acceptance by Company. Change orders requested after receipt of CLEVELAND PUBLIC LIBRARY purchase order may also incur additional charges. If, for any reason, CLEVELAND PUBLIC LIBRARY cancels the order, any cancellation, restocking and handling charges will be invoiced. Future purchase orders (or similar engagement documents) and associated pricing pages may reference these Terms and Conditions, and by such reference, these Terms and Conditions shall be incorporated therein.
2. **Payment and Pricing:** Pricing quoted on the pricing page supersedes all previously quoted prices and is good for 60 days from the date of this Agreement. The pricing page may or may not include applicable sales or other taxes required by law; such taxes will be billed to CLEVELAND PUBLIC LIBRARY and are CLEVELAND PUBLIC LIBRARY’s sole responsibility. This system has been custom designed and will be specially manufactured for your unique requirements. A non-refundable down payment of 40% is due upon order, 30% is due at the time of shipment and 30% is due at the time of completion. CLEVELAND PUBLIC LIBRARY shall have no authority to assert any offsets or discounts against any payment due, except as expressly agreed to by Company in the pricing page or other signed writing. CLEVELAND PUBLIC LIBRARY represents and warrants to Company that it is solvent at the time this Agreement is made. CLEVELAND PUBLIC LIBRARY hereby grants a security interest in the product Deliverables to secure payment to Company and consents to Company filing a financing statement to perfect such security.
3. **Space Requirements:** This system has been specially designed to meet CLEVELAND PUBLIC LIBRARY’s specific requirements; as such, most of the equipment is manufactured on a “per job” basis. CLEVELAND PUBLIC LIBRARY shall allow Company’s representative(s) reasonable access to CLEVELAND PUBLIC LIBRARY’s facilities to confirm whether the space where the Deliverables will be installed matches CLEVELAND PUBLIC LIBRARY’s representations. In the event that the space cannot be field verified before the Deliverables must be ordered and the actual space does not match what had been previously represented, CLEVELAND PUBLIC LIBRARY is responsible for any delays and additional costs incurred to reconfigure the Deliverables to fit actual space (i.e. extra material, labor, and freight). Notwithstanding any field verification by Company, it is CLEVELAND PUBLIC LIBRARY’s responsibility to be certain the space is suitable for the installation of this equipment (i.e. adequate fire protection and floor load capacity).
4. **Acceptance:** CLEVELAND PUBLIC LIBRARY shall accept the Deliverables which conform to the requirements of specifications under this Agreement. All claims for errors, shortages, or damage (“Non-conformance”) must be made in writing to the respective Account Representative within ten (10) days of CLEVELAND PUBLIC LIBRARY’s receipt of any Deliverables, and Company shall have a reasonable period of time, based on the severity and complexity of the Non-conformance, to correct the Non-conformance. If CLEVELAND PUBLIC LIBRARY uses the Deliverables before acceptance or fails to promptly notify Company of any Non-conformance then the Deliverables shall be considered accepted by the CLEVELAND PUBLIC LIBRARY.
5. **Freight and Shipping:** Freight and shipping terms are detailed on the pricing page. In the event that CLEVELAND PUBLIC LIBRARY or one of its agents refuses delivery for whatever reason on or after the estimated delivery date, CLEVELAND PUBLIC LIBRARY will be responsible for the payments in accordance to Section 2 and the pricing page in addition to any supplemental storage charges incurred by Company as a

result of the delay *unless* the delay is caused by Company, one of its manufacturers, freight carriers, subcontractors, and/or any other agent acting on Company's behalf.

6. **Limited Warranty:** Company warrants its installation services under the Agreement shall be performed with reasonable care in a diligent and competent manner. Company's sole obligation under this warranty shall be to correct any Non-conformance, provided that CLEVELAND PUBLIC LIBRARY gives Company written notice within ten (10) days after installation is completed. Company does not warrant and is not responsible for any product Deliverables or third party services. CLEVELAND PUBLIC LIBRARY agrees to look to the third party manufacturer or vendor (and not Company) with respect to all claims regarding such third party products or services as its sole and exclusive remedy. *This section is Company's only warranty concerning the product and service Deliverables, and is made expressly in lieu of, and to disclaim, all other warranties and representations, express or implied, including any implied warranties of merchantability, non-infringement, or fitness for a particular purpose, or otherwise.*
  
7. **Limitation of Remedy and Liability:** *The maximum liability of Company and Company's principals, directors, officers, agents, employees, personnel, affiliates and their partners shall be the fees Company actually receives under the Agreement for the portion of work giving rise to the liability. In no event shall any of the above be liable to CLEVELAND PUBLIC LIBRARY or any third party for any indirect, special, incidental, consequential, exemplary or punitive damages of any kind whatsoever in connection with the agreement, including but not limited to lost profits, loss of business opportunity, lost savings, and loss of business information.* CLEVELAND PUBLIC LIBRARY will bear the risk of loss or damage to, or theft of, any Deliverables once delivery has been made to the CLEVELAND PUBLIC LIBRARY. Any action against Company must be brought within twelve (12) months after the cause of action arises. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its reasonable control, including but not limited to, strikes, riot, war, fire, flood, storm, explosion, accident, or other acts of God. This contract shall be construed in accordance with the laws of the State of North Carolina (without regard to its choice of law provisions). Claims arising out of or requiring the interpretation of this Agreement shall be brought and litigated exclusively in courts located within Mecklenburg County, North Carolina, or if a federal court, the court whose district includes Mecklenburg County, North Carolina. This Agreement may not be assigned without prior written consent; provided, however, Company may assign this Agreement in whole or in part, without the CLEVELAND PUBLIC LIBRARY's consent, in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of the Company's assets, and CLEVELAND PUBLIC LIBRARY agrees that Company shall be released from any further obligations under this Agreement upon such assignment.

Patterson Pope, Inc.

Date

CLEVELAND PUBLIC LIBRARY

Date

(This Agreement may be signed in counterparts and by facsimile or electronic signature by an authorized representative.)

Purchase Order # \_\_\_\_\_